AMENDMENT NO. 1 TO ROAD USE PERMIT NO. 620RF110141(previously known as 620RF110024)

THIS AMENDMENT NO. 01 to ROAD USE PERMIT NO. 620RF110141 (previously known as 620RF110024) ("**Agreement**"), is made and entered into as of the 1st day of August, 2016, by and between ORM Timber Operating Company II, LLC, a Delaware Limited Liability company (the "**Owner**") and Lewis County, a government entity, ("**Permittee**").

WHEREAS, Owner and Permittee have entered into that certain Agreement dated August 31, 2011 in which Owner granted to Permittee non-exclusive permission to use the road on Owner's property located in Section 6, Township 12N, Range 04E and Section 31, Township 13N, Range 04E, in Lewis County, State of WA, for the purpose of gaining access to and providing power to its radio relay station located in Section 31 as well as the installation, maintenance, operation and other purposes reasonably incidental thereto; and

WHEREAS, Owner and Permittee wish to amend the Agreement to extend the expiration date of the Agreement;

WHEREAS, the Agreement is in full force and not in default;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
- 2. Owner and Permittee hereby amend Paragraph 1 and 2 of the Agreement to read as follows:

1. Term:

This Permit shall take effect on the <u>September 1, 2016</u>, and shall be in effect until the <u>August 31, 2021</u>, or upon the completion of PERMITTEE's operations, whichever date occurs first; provided, however, that OWNER may terminate this Permit at any time, with or without notice, in the event of PERMITTEE's breach of any of the terms or conditions hereof. PERMITTEE shall give OWNER prompt written notice of the completion of its operations. This Permit shall not be recorded.

2. <u>Consideration</u>:

PERMITTEE shall pay OWNER the sum of Two Thousand and 00/100 (\$2,000.00). Payment is due and payable upon signing of this permit. This permit shall be renewable under mutually agreeable terms and conditions.

3. Except as expressly amended by this Amendment, all other terms and conditions of the Agreement remain unchanged and the Agreement is hereby affirmed, confirmed, and ratified by the parties and remains in full force and effect. This Amendment amends and modifies the Agreement. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.			
OWNER: ORM Timber Operating Company II, LLC, a Delaware limited liability company By: Olympic Resource Management LLC, a Washington limited liability company		PERMITTEE: Lewis County, a government entity	
By:	Joseph M. Koontz	By:	
Title:	SW WA Area Manager	Title:	
Date:	·	Date:	
Owner's Address:		Permittee's Address:	
321 Maurin Road, Suite C		2025 NE Kresky Ave	
Chehalis, WA 98532		Chehalis, WA 98532	
		Federal ID #:	

Workmen's Comp #:

4. This Amendment may be executed and delivered by original instruments or telephonic or electronic mail facsimiles in any number of counterparts, all of which together shall constitute one and the

same Amendment.

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Title:	SW WA Area Manager	Title:
Date:		
Owner's Address:		Permittee's Address:
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